





Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	FOB various Coast Guard Regional offices and various Canadian Armed Forces military bases in Victoria BC, Halifax NS and Quebec QC	I - 1	Sheyla Dussault, Advisor - SAR, Response 200 Kent, St, Ottawa, On, K1A 0E6



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Self Located Datum Marker Buoys (S LDMB)	D - 1	I - 1	1	Each	\$	\$	See Herein – Voir ci-inclus	

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3** Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5** Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6** Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7** 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The attachments include Annex A – Statement of Requirement, Annex B - Sample PWGSC-TPSGC 942, Call-up against a Standing Offer Form, Annex C – Pricing Schedule and Delivery Points, Annex D – Electronic Payment Instruments, Annex E– the Federal Contractors Program for Employment Equity - Certification and Annex F- Mandatory and Desirable Technical Criteria.

### **2. Summary**

This requirement is for Self Locating Datum Marker Buoys (SLDMBs), which are a free drifting electronic buoy used to track surface ocean currents, reporting its position and sea surface temperature in near real time using world-wide satellite communication.

The Canadian Coast Guard (CCG) is responsible for maritime search and rescue (SAR) operations within Canada's Search and Rescue Region (SRR), which spans the nation and covers all the Great Lakes, St-Lawrence, Arctic, Pacific, and Atlantic oceans. These maritime SAR operations are augmented by the Canadian Air Force (CAF) who provide both fixed and rotary-wing aircraft for primary SAR assets, ensuring the necessary flexibility to respond to the wide array of SAR incidents that arise across the Canadian Area of Responsibility.

Solicitation No. - N° de l'invitation  
F5411-200005/A  
Client Ref. No. - N° de réf. du client  
F5411-200005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
122qf. F5411-200005

Buyer ID - Id de l'acheteur  
122qf  
CCC No./N° CCC - FMS No./N° VME

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Public Services and Procurement Canada (PSPC) intends to put in a place a five (5) year National Master Standing Offer (NMSO), to procure the required equipment.  
Delivery points include Canadian Coast Guard and Canadian Armed Forces bases along federal waters such as Dartmouth, NS, and Victoria, BC.

The requirement is subject to a preference for Canadian goods.

As per the Integrity Provisions under section 01 of Standard Instruction 2006, offerors must provide a list of owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instruction, for further information on using this method.

### **3. Security Requirements**

There is no security requirement associated with this requirement.

### **4. Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within ten (10) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **5. Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 - Transition to an e-Procurement Solution (EPS).

### **6. Key Terms**

Key terms are defined in Annex A, Statement of Requirement.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

Note: Offerors are to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the offeror is using its own licensing agreement for epost Connect.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can

be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### 4. **Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

#### 5. **Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

The Offeror is to submit its bid electronically, Canada requests that the Offeror submits its bid in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

"Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted."

Prices must appear in the financial bid only. No prices must be indicated in any other section of the offer.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement \(https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573\)](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements as detailed in Annex A – Statement of Requirement and how they will carry the work

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex C – Pricing Schedule and Delivery Points. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors shall complete the table in Schedule "1" - Pricing Schedule by filling in all the blanks.

Offerors shall **indicate the currency** being used in their offer. Should the currency not be indicated, it will be assumed that it is Canadian.

Offerors shall provide as part of their offer:

- (a) Page 1 of this solicitation (Request For Standing Offer) document must be signed and dated by an authorized representative of the Offeror in the space provided to clearly indicate acceptance of the terms and conditions of the solicitation (including the Standing Offer and Resulting Contract Clauses);
- (b) All clauses or sections with a fill-in blank or which are to be signed, are to be completed and returned as part of the proposal;
- (c) The full legal name of the Offeror;
- (d) The name(s) and contact details of the individual(s) who will be designated to act on behalf of and with the authority of the Offeror under a standing offer; and
- (e) An authorized signature for each certification requested in the bid solicitation.

#### **Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two (2) responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.
- (d) Canada will use the Phased Bid Compliance Process described below in section 3.1.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The offer must meet all the mandatory technical criteria specified in Annex F – Mandatory and desirable Technical Criteria

#### **1.2 Financial Evaluation**

##### **1.2.1 Evaluation of Price - Offer**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

##### **1.2.2 Evaluation of Price - Canadian/Foreign Offerors**

- 1. The price of the offer will be evaluated as follows:
  - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or

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on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

## **2. Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, an offer must:
  - (a) comply with all the requirements of the offer solicitation; and
  - (b) meet all mandatory criteria.
2. Offers not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 20% for the technical merit and 80% for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained for the desirable criteria detailed in Annex F / maximum number of points available multiplied by the ratio of 20%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price with a ratio of 80%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

		<b>offeror 1</b>	<b>Offeror 2</b>	<b>Offeror 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Offer Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**3. Evaluation Overview**

Canada will use the Phased Bid Compliance Process as detailed below.

**3.1 Phased Bid Compliance Process**

**3.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

### **3.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

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- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

### **3.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

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#### **3.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

## **PART 5 – CERTIFICATIONS**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## **PART 6 - SECURITY, INSURANCE REQUIREMENTS**

### **1. Security Requirements**

There is no security requirement associated with this requirement.

### **2. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfill the requirement in accordance with Annex A - Statement of Requirement.

#### **2. Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offer Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a *bi-annual basis* to the Standing Offer Authority.

- first quarter: April 1 to September 30
- second quarter: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for five (5) years from the date of award of Standing Offer. \_\_\_\_\_ (*dates to be inserted after Standing offer award*).

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## **4.2 Extension of Standing Offer**

There will be no option years in the Standing Offer.

## **4.3 Delivery Points**

Delivery of Self-Locating Datum Marker Buoys will be made to delivery point(s) specified in Schedule 2- delivery points of Annex C – Pricing Schedule and Delivery Points

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Gisele Nehme  
Standing Offer Authority  
Public Services and Procurement Canada  
Acquisitions Branch  
Navigation, Sonar and Radar Systems Division (NSRS)  
11 Laurier Street, Place du Portage III, 8C2, Gatineau, QC K1A 0S5 Canada  
Telephone: 873-355-4983

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **5.2 Project Authorities (To be inserted after Standing Offer award)**

The DFO Project Authority for the Standing Offer is

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

The DND Project Authority for the Standing Offer is

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

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The Project Authorities is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **5.3 Requisition Authorities (to be inserted after Standing Offer award)**

The DFO Requisition Authority for the Standing Offer is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The DND Requisition Authority for the Standing Offer is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail address:

The Requisition Authorities is responsible for reviewing and approving each Call-up, within the DFO delegation of authority, prior to issuance to the Standing Offer holder.

### **5.4 Offeror's Representative**

**General Enquiries and Delivery Follow-up:** *(to be completed by the Offeror)*

Company Name:  
Address:  
Position:  
Contact Name:  
Telephone:  
Facsimile:  
E-mail:

### **6. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are:

1. Department of Fisheries and Oceans (DFO)
2. Department of National Defence (DND)

## 7. Call-up Procedures

The DFO and DND regional representative will prepare the Call-up document and submit to the DFO and DND Requisition Authority for authorization, up to \$ \_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax included). *(to be inserted after award of Standing Offer)*. The Call-up will then be forwarded to the supplier by e-mail, with a c.c. to the Standing Offer Authority.

Any call up over the \$ \_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax included) *(to be inserted after award of Standing Offer)* limit must also be approved by the Standing Offer Authority, as well as the DFO and DND Requisition Authority, prior to submitting to the supplier.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 9. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax included) *(to be inserted after award of Standing Offer)* unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer; including its schedules;
- c) the general conditions [2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
- e) The general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) as amended;
- f) Annex A, Statement of Requirement;
- g) Annex B, Sample PWGSC-TPSGC 942, Call-up Against a Standing Offer Form;
- h) Annex C, Pricing Schedule and Delivery Points;
- i) Annex E, Electronic Payments Instructions; and
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 11. Certifications

### 11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## 12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 13. Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

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Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 1. Statement of Requirement

The Contractor must provide the items or perform the Work described in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

**Delete:** Article 09 Warranty, of the 2010A (2018-06-21) General Conditions

**Insert:**

1. Despite inspection and acceptance of the Float by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, during the warranty period, each Float, including without limitation, all parts, software and fittings, will be free from all defects of design, material, or workmanship and will conform to the requirements of the contract.
2. The warranty applies to Floats stored for a period of up to 365 days after delivery and acceptance provided the Floats are stored in an environment protected from outdoor weather. The warranty period for each Float will end if the Float is not deployed within 365 days after delivery and acceptance.
3. In the event of a defect or non-conformance in any Float which arises prior to deployment, the Contractor, at the request of Canada to do so, must as soon as possible repair or replace the Float found to be defective or not in conformance with the requirements of the Contract.
4. Once a Float has been deployed, the Contractor has no obligation to replace the Float.
5. Canada must pay the transportation cost associated with returning any Floats to the Contractor's plant pursuant to subsection 3.
6. In all cases, the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Float when rectified to the delivery point specified in the Contract or to another location directed by Canada as agreed upon by both parties.
7. The warranty period for each Float is automatically extended by the duration of any period or periods where the Float is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Float repaired or replaced for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. or such other period as may be specified for that purpose by agreement between the parties.

## 2.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware Purchase, Lease and Maintenance, as amended, apply to and form part of the Contract.

## 3. Term of Contract

### 3.1 Delivery Date

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

## 4. Payment

### 4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in **Schedule 1 of Annex C – Pricing Schedule and Delivery Points**. Customs duties are included and Applicable Taxes are extra.

### 4.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 4.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) the Work delivered has been accepted by Canada.

### 4.4 Taxes - Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:

### **For DND invoices:**

- a. One (1) copy must be forwarded electronically to the following email address for certification and payment; [marie-therese.maalouf@forces.gc.ca](mailto:marie-therese.maalouf@forces.gc.ca)
- b. One (1) copy must be sent electronically by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded electronically to the Coast Guard Procurement Authority; [nathalie.carriere@dfo-mpo.gc.ca](mailto:nathalie.carriere@dfo-mpo.gc.ca)

### **For Coast Guard invoices:**

- a. One (1) copy must be forwarded electronically to the call-up requestor certification and payment;
- b. One (1) copy must be forwarded electronically to the Procurement Authority; [nathalie.carriere@dfo-mpo.gc.ca](mailto:nathalie.carriere@dfo-mpo.gc.ca)
- c. One (1) copy must be sent electronically by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6. Delivery, Inspection and Acceptance

### 6.1 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the call-up against the Standing Offer. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

### 6.2 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

### 6.3 Palletization

1. For all shipments exceeding 0.566 m<sup>3</sup> or 15.88 kg (20 ft<sup>3</sup> or 35 lbs), except for those shipped by courier, the following applies:
  - a. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including

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pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.

- b. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "**Mixed Items**".
- c. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).

2. Any exception requires the prior approval of the Contracting Authority.

#### **6.4 Wood Packaging Materials**

All wood packaging materials used in shipping must conform to [the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](#).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](#)

D-13-01 – [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](#)

#### **6.5 Marking**

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

#### **6.6 Labelling**

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

#### **6.7 Inspection and Acceptance**

The Consignee at destination is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **7. Shipping Instructions - Delivery at Destination**

Goods must be consigned and delivered to the destination specified in the call-up:

FOB Destination including all delivery charges and customs duties and Applicable taxes.

## **8. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **9. Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **10. Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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122qf. F5411-200005

Buyer ID - Id de l'acheteur  
122qf  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX A**

**STATEMENT OF REQUIREMENT**

**See attached herein**

Solicitation No. - N° de l'invitation  
F5411-200005/A  
Client Ref. No. - N° de réf. du client  
F5411-200005

Amd. No. - N° de la modif.  
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**ANNEX B**

**SAMPLE PWGSC-TPSGC 942, CALL-UP AGAINST A STANDING OFFER FORM**

<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/942.pdf>

**ANNEX C**

**PRICING SCHEDULE AND DELIVERY POINTS**

**Schedule 1- Pricing Schedule**

The contractor will be paid the Firm Fixed Unit Prices in Canadian Currency, applicable taxes extra, delivered FOB Destination to Schedule 2 delivery points including all charges, customs duties and Applicable Taxes.

The call-up issue date, is the date which determines the applicable Price Period to use. Call-ups will be issued on an as-and-when required basis, with no minimum guarantee.

**Table 1 – Required Items**

Item Description	Quantity of Units Per call up	Year 1 – Unit Pricing (CAD)	Year 2 – Unit Pricing (CAD)	Year 3 – Unit Pricing (CAD)	Year 4 – Unit Pricing (CAD)	Year 5 – Unit Pricing (CAD)
Self-Locating Datum Marker Buoys (SLDMB)	1-9					
	10-29					
	30+					
	<b>*Total Unit Cost</b>					

**Notes**

- Prices in Table 1 will be for delivery to any location described below in Schedule “2” – Delivery Points.
- Year 1- Unit Pricing will be for 12 months starting from the date the contract is awarded. Year 2, 3, 4 and 5 will follow accordingly.

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122qf  
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## **Schedule 2 - Delivery Points**

The following delivery points may apply to call-ups against the Standing Offer:

Department of Fisheries and Oceans  
Coast Guard Base Victoria  
25 Huron Street, Victoria BC V8V 4V9

Department of Fisheries and Oceans  
Coast Guard Base Dartmouth  
50 Discovery Drive, Dartmouth NS B2Y 3Z8

Department of Fisheries and Oceans  
Coast Guard Base Quebec  
Depot 18, 101 Boul Champlain, Quebec QC G1K 4H9 Canada

Department of National Defence  
CFAD Rocky Point  
5601 Rocky Point Road  
Victoria BC V9C 4H3

Department of National Defence  
CFAD Bedford  
Main Warehouse  
C/O Ammunition Depot Bedford  
Hwy #7  
10 Sulphur Road, Bldg BM239  
Darthmouth NS, B3B 1Z8  
Canada

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## **ANNEX D**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX E

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX F**

**MANDATORY AND DESIRABLE TECHNICAL CRITERIA**

**Self-Locating Datum Marker Buoy (SLDMB)**

**Mandatory Technical Criteria**

The **Offer** must meet the mandatory technical criteria specified below. The **Offeror** must provide the necessary documentation to support compliance with this requirement. **Offers** which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

**Offerors** may offer separate devices meeting Coast Guard requirements (devices that are launched from surface platforms) and devices that meet CAF requirements (devices that are air-launched). In their submission, the **Offeror** is to clearly indicate if they are offering:

- a. one device that meets both Coast Guard and CAF requirements;
- b. two devices, with one that meets Coast Guard requirements, and the other device meeting CAF requirements; or
- c. one device that meets either Coast Guard or CAF requirements, clearly stating which.

In the case where the **Offeror** is offering two devices, separate evaluations are to be submitted, clearly indicating how each device meets the applicable mandatory requirements.

**MANDATORY TECHNICAL CRITERIA**

<b><u>No.</u></b>	<b><u>Mandatory Criteria</u></b>	<b><u>MET/NOT MET</u></b> <b><u>[Offeror use only]</u></b>	<b><u>Cross Reference to Proposal</u></b> <b><u>[Offeror to provide]</u></b>	<b><u>MET/NOT MET DFO</u></b> <b><u>use for [Offer evaluations only]</u></b>
<b><u>M1</u></b>	As per section 6.4 of the SOR, the Offeror's proposed device <b>must</b> , after entering the water, successfully self-deploy into the fully deployed configuration.			
<b><u>M2</u></b>	The Offeror's proposed device: <ul style="list-style-type: none"> <li>• <b>must</b> start transmitting Short Burst Data (SBD) messages within ten (10) minutes of being activated (power switch turned on) as per section 3.1 of the SOR;</li> <li>• <b>must</b> start transmission of Short Burst Data (SBD) messages as per sections 3.1, 3.2, 3.3 and 3.4 of the SOR; and,</li> <li>• <b>must</b> transmit at the Operation Transmission Schemes (as described in section 3.2 of the SOR).</li> </ul>			

<b><u>M3</u></b>	The Offeror's proposed device <b>must</b> be supported by a communications service which includes registration, activation, subscription, and management and maintenance of the data service at no additional charge as per section 3.2 of the SOR.			
<b><u>M4</u></b>	The Offeror's proposed device <b>must</b> allow the user to remotely change the reporting schedule (section 3.2) after deployment.			
<b><u>M5</u></b>	The Offeror's proposed device <b>must</b> have a shelf life of at least 36 months (remain fully operational after receipt from the manufacturer) as per section 8.2.			
<b><u>M6</u></b>	The Offeror's proposed device <b>must</b> drift with the surface current and have near zero leeway (wind forcing) as per section 2.1.  Float design may be spheres, cylinders, quarter cylinder, or modified cylinders. The float design <b>must not</b> be discs, cubes, or rectangular shapes that provide edges to catch the wind (section 2.2 of the SOR).			
<b><u>M7</u></b>	As per section 2.2 of the SOR, the Offeror's proposed device <b>must</b> float in an upright attitude  When overturned or displaced by wave action or another upsetting force, the SLDMB <b>must</b> return to the proper functioning upright position within thirty (30) seconds after the termination of the upsetting force.			
<b><u>M8</u></b>	The Offeror's proposed device <b>must</b> transmit data for a period of not less than fourteen (14) days (section 3.1 of the SOR).  The period begins when the SLDMB is turned on (power switch activated to initiate transmission of data by the SLDMB for testing, maintenance, deployment or other use).  The SLDMB must have a minimum operating life of 14 days for purposes of power consumption and requirements (sections 3.2, 3.3, and 3.4).  <b>Preference</b> will be for devices that can transmit up to 28 days.			
<b><u>M9</u></b>	Once deployed, the Offeror's proposed device <b>must</b> operate in the Operating Environment at section 3.3 of the SOR.			

	<p>Operations <b>must</b> include acquiring GPS positions, time of position fix and water temperature sensor data, and successfully transmitting data through to CANSARP ninety (90) percent or greater of the time in any given 6 hour period when the conditions listed in Table 1 of the SOR apply.</p>			
<b><u>M10</u></b>	<p>The Offeror's proposed device <b>must</b> survive in the Survival environment at section 3.4 of the SOR without damage after deployment but does not necessarily need to operate fully. When conditions improve to those of the operating environment, the SLDMBs <b>must</b> resume operating at the level specified for the operating environment.</p>			
<b><u>M11</u></b>	<p>The Offeror's proposed device <b>must</b> require no training other than reading and understanding the Operator's Manual as per section 3.6.</p>			
<b><u>M12</u></b>	<p>The Offeror's proposed device <b>must</b> require no tools for unpacking, preparation, activation, or deployment as per section 3.6.</p>			
<b><u>M13</u></b>	<p>As per section 4.1 of the SOR, the Offeror's proposed device <b>must</b> contain a GPS receiver. The GPS receiver <b>must</b> acquire the signal from the GPS satellites and determine the position of the SLDMB to Standard Processing Service (SPS) accuracy or better. The GPS receiver <b>must</b> have 12 or more channels to minimize acquisition time.</p>			
<b><u>M14</u></b>	<p>As per section 4.2, the Offeror's proposed device <b>must</b> sample ambient water temperature with an accuracy of <math>\pm 0.2^{\circ}\text{C}</math> or better.</p> <p>The temperature should be measured over a range of <math>-2.0^{\circ}\text{C}</math> to <math>25^{\circ}\text{C}</math> or better as per Section 3.3 Table 1.</p> <p>The water temperature sensor should come to equilibrium with the surrounding water temperature and be reported by the SLDMB within 20 minutes of immersion.</p>			
<b><u>M15</u></b>	<p>The Offeror's proposed device <b>must</b> be proven to work with the Coast Guard's automated maritime search and rescue planning software CANSARP as per section 5.1 of the SAR. In particular, as per 5.2, the proposed device <b>must</b> transmit Short Burst Data (SBD) message formats that are compatible with the Coast Guard's automated maritime Search and Rescue planning software CANSARP.</p>			

	<p>The data transmitted by the SLDMB <b>must</b> be received by the Coast Guard College Search and Rescue automated system and processed by CANSARP (Short Burst Data (SBD) fully compatible with CANSARP software)</p> <p>The Offeror is responsible for the cost and all efforts related to the CANSARP software change (if necessary) in the case where CANSARP software amendment are required.</p>			
<b><u>M16</u></b>	The Offeror's proposed device <b>must</b> include an electronics package built in the SLDMBs that acquires, formats, and transmits sensor data to and <b>must</b> receive messages from the satellite-based communications System as per section 5.2.			
<b><u>M17</u></b>	As per section 5.2 of the SOR, the Offeror's proposed device <b>must</b> include a Short Burst Data (SBD) modem certified by and fully compatible with a satellite communications service provider.			
<b><u>M18</u></b>	The Offeror's proposed device <b>must</b> transmit individual messages that contain, at the minimum, the GPS Fix (Latitude, Longitude, and the measure of GPS accuracy, specifically the horizontal dilution of precision (DOP)), the universal coordinated time of the GPS Fix, and the Sea Surface Temperature as per section 5.2.			
<b><u>M19</u></b>	As per section 6.1 of the SOR, the Offeror's proposed vessel-deployable device (Canadian Coast Guard) <b>must</b> deploy successfully using a tossing or dropping motion by the operator in a standing position, from a distance of up to 15 meters above the water			
<b><u>M20</u></b>	<p>As per section 6.2 of the SOR, the Offeror's proposed device for the air-deployable (CAF) device <b>must</b> be designed to be deployed by hand by one person wearing standard military issue flight gloves. Preparation, activation, and deployment of the SLDMB must require no tools.</p> <p>Air deployable SLDMBs <b>shall</b> be configured for air deployment within a cylindrical housing with a diameter of 4 7/8 (+0, -.125) inches and a length of 36 (+.125, -.187) inches. The bare buoy as configured for air deployment shall pass with no force other than gravity, through a vertical right cylinder having an inside diameter of 4 15/16(+1/64, -0) inches and 4 ft long.</p> <p>A parachute <b>shall</b> be used to slow the descent of the buoy once it is air deployed.</p>			

	<p>The parachute <b>shall not</b> inadvertently activate or deploy while the bare buoy is handled, loaded, or carried and <b>shall</b> be able to withstand a 220 knot wind and remain attached.</p> <p>If a self-activating device such as a wind flap is used to deploy the parachute, the self-activating device <b>shall</b> also meet the requirements for clearing the aircraft flight path after launch shall be such that it will strike the water within 300 feet either side of the aircraft's track when the SLDMB is dropped from any altitude up to 500 feet above the water surface, when surface winds are less than 10 knots.</p> <p>The parachute used to slow the descent <b>shall</b> deploy to a full and open configuration when the SLDMB is dropped from a fixed wing aircraft. The required flight characteristics for deployment are listed in <b>Error! Reference source not found.</b> of section 6.2.4.</p> <p>When the SLDMB is configured for use aboard a rotary wing aircraft, <b>no</b> parts or material <b>shall</b> detach prior to entry into the water.</p> <p>Any self-actuating device such as a wind flap <b>shall</b> be readily removable before deployment from rotary wing aircraft as per section 6.2.5.</p> <p>In addition to the above requirements, to allow the SLDMB to be cleared by similarity for use on Canadian Armed Forces aircraft, the ballistic coefficient, center of gravity (COG) and mass of the air-deployable SLDMB <b>shall</b> fall within the approved range for existing Department of National Defence A-Size Sonobuoys. (DND will provide ballistic coefficient, center of gravity (COG) and mass requirements on demand).</p>			
<p><b><u>M21</u></b></p>	<p>The Offeror's proposed device <b>must</b> include batteries that do not require recharging until the end of the service period, and must not be considered dangerous goods.</p> <p>The type of batteries should be alkaline batteries that require no special handling (section 7 of the SOR).</p>			
<p><b><u>M22</u></b></p>	<p>As per section 8.1 of the SOR, the Offeror's proposed device <b>must be</b> designed, built, and packaged to withstand all the mechanical shocks to which it will be exposed during shipping, storage, deployment, and operation without damage.</p>			

	The SLDMBs <b>must</b> function mechanically and electronically after deployment			
<b><u>M23</u></b>	<p>The Offeror's proposed device <b>must</b> come with a sturdy protective travel case for transportation and storage (section 8.4 of SOR).</p> <p>The case could be returnable for reuse.</p>			
<b><u>M24</u></b>	<p>As per section 9 of the SOR, all parts of the Offeror's proposed device <b>must not</b> include material or concentration of material known to have deleterious effect on marine organisms.</p> <p>There must not be cadmium, mercury, nor non-metallic chromium (including any chromate conversion coating) used in the construction, other than as trace contaminants. The total weight of all the lead must be less than 10 percent of the package buoy weight.</p> <p>Oil, grease, or other organohalogen material, not specifically addressed in this section, must not be used.</p> <p>Any carcinogen, mutagen, teratogen, or suspected carcinogen, suspected mutagen, or suspected teratogen not specifically addressed in this section must NOT be present in the SLDMB.</p> <p>There must be no marine pollutants (including priority marine pollutants) in the delivered SLDMB system, other than as trace contaminants.</p>			
<b><u>M25</u></b>	<p>The Offeror's proposed device <b>must</b> be operational ninety-five percent or greater (as per section 3.1 of the SOR) upon deployment for 48 hours.</p> <p>After the first 48 hours, eighty percent or greater of the SLDMBs should be operational for another 5 days.</p> <p>Sixty percent or greater of the SLDMBs should remain operational for the remainder of the 14 days after deployment.</p>			
<b><u>M26</u></b>	<p>Safety hazards pertaining to the handling, operations, deployment or maintenance of the Offeror's proposed device <b>must</b> be identified by labels, color, tactile indicators, or other appropriate methods as per section 11 of the SOR.</p> <p>Any parts of the device that are spring loaded or otherwise</p>			

	<p>designed to deploy suddenly and forcefully <b>must</b> incorporate safety mechanisms to prevent injury to personnel.</p> <p>Such safety hazards <b>must</b> be clearly explained and illustrated in the operator's manual with a label attached to the outside of the SLDMB.</p> <p>The device <b>must</b> not contain nor be attached to any explosive device.</p>			
<b>M27</b>	<p>Offeror <b>must</b> offer an asset management service or software as described at section 12 of the SOR.</p>			
<b>M28</b>	<p>Within the <b>Offer</b> submission, the Offeror <b>must</b> provide a detailed, up-to-date:</p> <ul style="list-style-type: none"> <li>• SLDMB Operator's Manual A single hard copy and an electronic version are to be provided in English and French with the electronic copy in a non-proprietary software format, downloadable from the supplier's website, cloud storage, or electronic storage device with applicable passwords or other protective means provided to Coast Guard and CAF personnel.</li> <li>• Technical report on SLDMB environmental testing to meet requirements at section 3.3 of the SOR;</li> <li>• Technical report detailing results of SLDMB air drop testing from fixed-wing and rotary-wing aircraft;</li> <li>• Statistic report(s) on SLDMB operation, survivability, accuracy, and reliability based on multiple field trials;</li> <li>• SLDMB Technical Manual in print (black ink on white paper) and electronic format (non-proprietary software), downloadable from the supplier's website, cloud storage, or electronic storage device with applicable passwords or other protective means provided to Coast Guard and CAF personnel (if deemed necessary);</li> <li>• Detailed Mass Properties including dimensions, weight, and centre of gravity; and,</li> <li>• Current MSDS sheets for all products used in the manufacturing of the buoy.</li> </ul>			

**DESIRABLE TECHNICAL CRITERIA**

It would be preferable that the Offeror provide a device with the following criteria:

<b><u>No.</u></b>	<b><u>Desirable Technical Criteria</u></b>	<b><u>MET/NOT MET</u> <u>[Offeror use only]</u></b>	<b><u>Cross Reference</u> <u>to Proposal</u> <u>[Offeror to provide]</u></b>	<b><u>MET/NOT MET DFO</u> <u>use for Offer evaluations only</u></b>
<b><u>D1</u></b>	The Offeror's proposed device <b>may</b> include a strobe light. If equipped with a strobe light, it: <ul style="list-style-type: none"> <li>a. <b>must</b> provide 2.0 NM Visibility in clear conditions,</li> <li>b. <b>must</b> flash at least once per second for 24 hours,</li> <li>c. <b>must</b> have the capability of remote activation/deactivation (on-off), and</li> <li>d. <b>must not</b> affect battery or power requirement for sampling and transmission.</li> </ul>	<b>MET = 2 points</b>		
<b><u>D2</u></b>	In the event of non-availability of a <u>communications</u> path, the Offeror's proposed device <b>could</b> store positional movement data onboard, as a minimum, along with date/time, latitude and longitude, and sea surface temperature data.	<b>MET = 2 pts</b>		
<b><u>D3</u></b>	The Offeror's proposed device <b>could</b> reject positions with a <u>DOP</u> greater than 10 and resample until a good position is obtained, then transmit that data	<b>MET = 2 pts</b>		
<b><u>D4</u></b>	The Offeror's proposed device <b>could</b> allow to return the device to its <u>dormant state</u> if set for deployment but not actually dropped.	<b>MET = 2 pts</b>		
<b><u>D5</u></b>	The SLDMBs <b>should</b> allow refurbishment at least once as per section 6.3 of the SOR. Refurbishment may allow the SLDMB to be certified for an additional two years of service. Where SLDMBs are refurbished, the satellite communication service contract must be extended by the provider to cover the new functional period.	<b>MET = 2 pts</b>		
		<b>TOTAL DESIRABLE MET = 10 points</b>		

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# ***RESPONSE***

## *Statement of Requirement*

### ***Search and Rescue (SAR) Self-Locating Datum Marker Buoys***



***Canadian Coast Guard***

Note:

For the purpose of this document “MUST” or “SHALL” means a mandatory or critical requirement, “SHOULD” and “MAY” means a non-critical or desirable feature.

## 1 INTRODUCTION

The Canadian Coast Guard (Coast Guard) is responsible for maritime search and rescue (SAR) operations within Canada’s Search and Rescue Region (SRR), which spans the nation and covers all the Great Lakes, St-Lawrence, Arctic, Pacific, and Atlantic oceans. These maritime SAR operations are augmented by the Canadian Air Force (CAF) who provide both fixed and rotary-wing aircraft for primary SAR, ensuring the necessary flexibility to respond to the wide array of SAR incidents that arise across the Canadian Area of Responsibility.

This requirement is for Self Locating Datum Marker Buoys (SLDMBs), which are a free drifting electronic buoy used to track surface ocean currents, reporting its position and sea surface temperature in near real time using world-wide satellite communication. The result will be a National Master Standing Offer for five (5) years through competitive bidding will be on Public Service Procurement Canada (PSPC) Buy and Sell site.

Every vessel and SAR unit in the Coast Guard’s fleet are required to carry at least two (2) SLDMB on board as requested in the Coast Guard Fleet Order 207.

The primary Fixed Wing SAR aircraft used by the CAF are required to carry two (2) SLDMBs.

The first 24 hours of an active search for survivors in water is critical. Where searches involve life rafts or vessels, searches may continue for six or more days. In these situations, the use of SLDMBs for the entire period of the search is vital to determine drift for planning search operations.

The SLDMB must be deployable from Coast Guard vessels and from CAF aircraft, must start transmitting within ten (10) minutes, and must continue to operate for a minimum of fourteen (14) days after deployment, must have a shelf life of at least three (3) years with possibility to extend the life. As the ship and air deployment methods are different, it is acceptable if the requirement is met by multiple products or variants.

## 2 HYDRODYNAMIC CHARACTERISTICS

### 2.1 Drift Characteristics

The SLDMB must drift with the surface current and have near zero leeway (wind forcing).

### 2.2 Flotation

The SLDMB must float in an upright attitude. When overturned or displaced by wave action or another upsetting force, the SLDMB must return to the proper upright position within ten (10) seconds after the termination of the upsetting force.

Float design may be spheres, cylinders, quarter cylinder, or modified cylinders. The float design must not be discs, cubes, or rectangular shapes that provide edges to catch the wind.

## 3 Operational Requirements

### 3.1 Operating Life

The SLDMBs must deploy from a vessel or aircraft, take required sampling, and transmit data for a period of not less than fourteen (14) days and preferably up to 28 days at the Operation Transmission Schemes in near freezing water temperature (as described in section 3.2 and 3.3). The period begins when the SLDMBs are turned on (power switch activated to initiate transmission of data by the SLDMB for testing, maintenance, deployment or other use). A fully operational SLDMB is defined as: in the water, fully deployed in final configuration, sampling, transmitting GPS and Sea Surface Temp Data. Transmissions must start within ten (10) minutes of turning the SLDMB on (activating the power switch) and be successfully received by the Coast Guard College CANSARP team in Sydney, NS, through a provided communications service.

Each provided SLDMB is to be tracked in a software allowing access to real-time and historic on-site and remote SLDMB data, asset tracking, warehouse management, and other management services as per Section 12.

### 3.2 Operation Transmission Scheme

For purposes of power consumption and requirements, the SLDMB must have a total operating life as per section 3.1. The SLDMB data sampling and transmission scheme must include a Rapid, a Reduced and a Sustainment reporting mode of transmission:

The Rapid reporting mode is defined as having a data sampling and transmission rate of one transmission at least every ten (10) minutes. The Rapid mode must be sustained upon power-up (turning the activation switch on) for a minimum of 24 hours of operation.

Transmission, for this section, is defined as: the Short Data Burst (SDB) described at section 4 must be sent successfully by the SLDMB and received by the Canadian Coast Guard College CANSARP system and the service or software at section 12.

After the first 24 hours of operation, the SLDMB may automatically switch to the Reduced reporting mode, with a data sampling and transmission rate of the SDB at least every 30 minutes for a minimum of two (2) days (48 hours).

After the first three (3) days of operation, the SLDMB may automatically switch to the Sustainment reporting mode, with a data sampling and transmission rate of the SDB at least every 60 minutes for a minimum of fourteen (14) days. Preference will be for devices that can transmit up to 28 days.

The user must be able to change the sampling and transmission rates after deployment.

### 3.3 Operating Environment

The parameters in Table 1: Operating Environment defines the conditions in which the SLDMB must be able to operate after deployment. Operations must include acquiring GPS positions, time of position fix and water temperature sensor data, and successfully transmitting data through to CANSARP ninety (90) percent or greater of the time in any given 6 hour period when the conditions listed in Table 1 apply.

Table 1: Operating Environment

Characteristics	Specification
Air Temperature	-30 to 35°C
Water Temperature	-2 to 25°C
Water Type	Fresh and Salt Water
Significant Wave Height	0 to 7.6 meters
Wind Speed measured at 10 m Height above water	0 to 40 knots

### 3.4 Survival Environment

The survival environment is the set of conditions in which the SLDMBs must continue to survive without damage after deployment but does not necessarily need to operate fully. When conditions improve to those of the operating environment, the SLDMBs must resume operating at the level specified for the operating environment. Table 2 lists the survival conditions.

Table 2: Survival Environment

Characteristics	Specification
Air Temperature	-30 to 35°C
Water Temperature	-2 to 35°C
Water Type	Fresh and Salt Water
Significant Wave Height	0 to 12 meters
Wind Speed measured at 10 m Height above water	0 to 70 knots

### 3.5 Operator’s Manual

The following documentation must be provided with each SLDMB, consistent with section 12 (below):

- SLDMB Operator's Manual

The SLDMB Operator's Manual must be provided in highly contrasting print (or format mutually agreed to in writing) with each SLDMB in both official languages: English and French. The Manual must include a simple illustrated step-by-step summary of actions necessary to prepare, activate and launch the SLDMB.

The manual must be available in electronic version upon demand or accessible for download from the manufacturer website in an agreed format such as Microsoft Word or Adobe Acrobat, and free of license or password.

### 3.6 Operator Training

Operation of the SLDMBs shall require no training other than reading and understanding the Operator's Manual. All controls, switches and other devices required to operate the SLDMBs must be readily accessible from the exterior of the unit once unpacked, clearly labeled in highly contrasting lettering from the background, and intuitively easy for the operator to understand and operate, in both official languages. The number of such controls, switches, and other devices required to operate the SLDMBs should be kept to the absolute minimum. No tools or special devices must be required to unpack, prepare, activate and deploy the SLDMBs. A training video demonstrating the deployment procedure shall be provided in both official languages in a mutually agreed format and media.

## 4 Data Acquisition

### 4.1 GPS Receiver

Accurate positional data is essential for the Search and Mission Coordinators (SMCs) to plan and direct search and rescue units in all sea conditions, and to support accurate search planning in potentially complex tidal and sea movement conditions. The SMCs' main planning tool is CANSARP, which calculates its drift prediction from the SLDMB SDB messages received by the Canadian Coast Guard College CANSARP staff. The SLDMBs must contain a GPS receiver. The GPS receiver must acquire the signal from the GPS satellites and determine the position of the SLDMB to Standard Processing Service (SPS) accuracy or better. The GPS receiver must have 12 or more channels to minimize acquisition time.

### 4.2 Sea Surface Temperature

Ambient water temperature shall be sampled by the deployed SLDMB with an accuracy of  $\pm 0.2^{\circ}\text{C}$  or better. The temperature should be measured over a range of  $-2.0^{\circ}\text{C}$  to  $25^{\circ}\text{C}$  or better as per Section 3.3 Table 1. The water temperature sensor should come to equilibrium with the surrounding water temperature and be reported by the SLDMB within 20 minutes of immersion.

### 4.3 Strobe Light (CAF)

The Strobe Light, if installed, shall provide 2.0 NM Visibility in clear conditions, and shall flash at least once per second for 24 hours. A strobe light is a highly desirable feature for the Canadian Armed Forces and should allow to turn the strobe light on or off prior to launching. A similar strobe light may be installed on Coast Guard SLDMBs, but must have the capability of remote activation/deactivation (on-off) and not affect battery or power requirement for sampling and transmission.

## 5 Communications

### 5.1 SLDMB Data for Maritime Search Planning

The SLDMBs must be proven to work with the Coast Guard's automated maritime Search and Rescue planning software CANSARP. Tests will be done by Coast Guard staff across the federal area of responsibility, led by the CANSARP maintenance team at the Canadian Coast Guard College in Sydney, NS. Testing will measure the level of interoperability between the data transmitted by the SLDMBs and CANSARP, identify means to improve the interface and compatibility of the SLDMB with the CANSARP tool, and the reliability of the communications service between the SLDMB and CANSARP. The data transmitted by the SLDMB through the provided communications services must be received by the Coast Guard College Search and Rescue automated system and seamlessly processed by CANSARP (Short Burst Data (SBD) fully compatible with CANSARP software).

### 5.2 Short Burst Data (SBD) Modem

The electronics package built in the SLDMBs must acquire, format, and transmit sensor data to and must receive messages from the satellite-based communications System. The Short Burst Data (SBD) modem must be certified by and fully compatible with a satellite communications service provider.

Each message must contain, at the minimum, the GPS Fix (Latitude, Longitude, and the measure of GPS accuracy, specifically the horizontal dilution of precision (DOP)), the universal coordinated time of the GPS Fix, and the Sea Surface Temperature.

The Coast Guard and CAF SLDMB standard SBD message transmission format is:

```
YYMMDDhhmmssNaaaaaaaaWoooooooooXXsTTT
```

Where:

YY = Year – 2000  
MM = Month of the Year  
DD = Day of the Month  
hh = Hour of the Day  
mm = Minute of the Hour  
N = Hemisphere of Latitude (N or S)  
aaaaaaaa = 0.00001 Degrees of Latitude  
W = Hemisphere of Longitude (W or E)

00000000 = 0.00001 Degrees of Longitude  
 XX = Horizontal Dilution of Precision (expressed as a whole number)  
 S = Plus or Minus sign [+ or -] for Temperature Reading  
 TTT = Temperature Reading in Degrees Celsius x 10

SBD message formats must be proven to work with the Coast Guard’s automated maritime Search and Rescue planning software CANSARP. The supplier is responsible for the cost and all efforts related to the CANSARP software change (if necessary) in the case where CANSARP software amendment are required.

Any changes to the CANSARP software must be completed and demonstrated to perform at the level described above prior to the delivery of the SLDMBs.

In the event of non-availability of a communications path, SLDMBs should store positional movement data onboard, as a minimum, along with date/time, latitude and longitude, and sea surface temperature. This information should be collated and sent in a single report when communications are restored.

### 5.3 Meaning of Dilution of Precision (DOP) Values

Table 3: Meaning of Dilution of Precision (DOP) Values

DOP Value	Rating	Description
01	Ideal	This is the highest possible confidence level to be used for applications demanding the highest possible precision at all times.
01-02	Excellent	At this confidence level, positional measurements are considered accurate enough to meet all but the most sensitive applications.
02-05	Good	Represents a level that marks the minimum appropriate for making business decisions. Positional measurements could be used to make reliable in-route navigation suggestions to the user.
05-10	Moderate	Positional measurements could be used for calculations, but the fix quality could still be improved.
10-20	Fair	Represents a low confidence level. Positional measurements should be discarded or used only to indicate a very rough estimate of the current location.
>20	Poor	At this level, measurements are inaccurate by as much as 300 meters with a 6-meter accurate device (50 DOP X 6 meters) and should be discarded.

The SLDMB should reject positions with a DOP greater than 10 and resample until a good position is obtained, then transmit that data.

## 6 DEPLOYMENT

### 6.1 Vessel Deployable SLDMBs

The major concerns for deployment from surface craft are ease of preparing the SLDMB for deployment and ensuring the SLDMB stays clear of propulsion and steering mechanisms when deployed.

Preparation, activation, and deployment of the SLDMB must require no tools. The SLDMBs must deploy successfully using a tossing or dropping motion by the operator in a standing position, from a distance of up to 15 meters above the water.

The unit should have minimal packaging, e.g.: unit held in the closed position with water-soluble tape and a removable waterproof wrapper. A reusable and returnable carrier should be provided for each SLDMB to safeguard against damage during shipping and storage.

It should be possible to return the SLDMB to its dormant state if set for deployment but not actually dropped.

### 6.2 Additional Requirements for Air Deployable SLDMBs

The SLDMBs shall be designed to be deployed by hand by one person wearing standard military issue flight gloves. Preparation, activation, and deployment of the SLDMB must require no tools. The strobe light at section 4.3 is a highly desirable requirement.

#### 6.2.1 Form Factor

Air deployable SLDMBs shall be configured for air deployment within a cylindrical housing with a diameter of 4 7/8 (+0, -.125) inches and a length of 36 (+.125, -.187) inches. The bare buoy as configured for air deployment shall pass with no force other than gravity, through a vertical right cylinder having an inside diameter of 4 15/16(+1/64, -0) inches and 4 foot long.

#### 6.2.2 Parachute

A parachute shall be used to slow the descent of the buoy once it is air deployed. The parachute shall not inadvertently activate or deploy while the bare buoy is handled, loaded, or carried and shall be able to withstand a 220 knot wind and remain attached.

#### 6.2.3 Self Activating Device

If a self-activating device such as a wind flap is used to deploy the parachute, the self-activating device shall also meet the requirements for clearing the aircraft.

#### 6.2.4 Fixed Wing Aircraft

The SLDMB's flight path after launch shall be such that it will strike the water within 300 feet either side of the aircraft's track when the SLDMB is dropped from any altitude up to 500 feet above the water surface, when surface winds are less than 10 knots. The parachute used to slow the descent shall deploy to a full and open configuration when the SLDMB is dropped from a fixed wing aircraft. The required flight characteristics for deployment are listed in Table 4.

Table 4: Fixed Wing Flight Characteristics

Characteristic	Minimum	Maximum	Units
Speed	120	220	KIAS (Knots Indicated Air Speed)
Altitude	200	2000	Feet

#### 6.2.5 Helicopter

When the SLDMB is configured for use aboard a rotary wing aircraft, no parts or material shall detach prior to entry into the water. Any self-actuating device such as a wind flap shall be readily removable before deployment from rotary wing aircraft.

The major safety concern in the deployment of the SLDMBs from Rotary Wing Aircraft is that parts of the air deployment package could be sucked into a helicopter's engine, main rotor, tail rotor, or be caught on the airframe. The required flight characteristics for deployment are listed in Table 5.

Table 5: Helicopter Flight Characteristics

Characteristic	Minimum	Maximum	Units
Hover Speed	0	0	KIAS
Hover Altitude	100	n/a	Feet
In-Flight Speed	70	90	KIAS
In-Flight Altitude	25	150	Feet

#### 6.2.6 Approvals

In addition to the above requirements, to allow the SLDMB to be cleared by similarity for use on Canadian Armed Forces aircraft, the ballistic coefficient, center of gravity (COG) and mass of the air-deployable SLDMB shall fall within the approved range for existing Department of National Defence A-Size Sonobuoys. DND will provide ballistic coefficient, center of gravity (COG) and mass requirements on demand.

### 6.3 Refurbishment

The SLDMBs should allow refurbishment at least once. Refurbishment may allow the SLDMB to be certified for an additional two years of service. Refurbishment means changing the power pack/batteries

with the new equipment, testing the electronics including the activation switch, and re-packaging the unit to extend the usability period. The unit should allow for refurbishment or maintenance by Coast Guard and CAF personnel or the operator without sending back to the manufacturer. Refurbishment shall not affect warrantee.

Where SLDMBs are refurbished, the satellite communication service contract must be extended by the provider to cover the new functional period. The communication service must include registration, activation, subscription, management and maintenance of the data service.

## 6.4 Self Deployment

After entering the water, the SLDMBs must successfully self-deploy into the fully deployed configuration, and start sampling and transmission of SDB messages as per sections 3.2 and 3.3. The time after entering the water until the SLDMBs are operational (definition at section 3.1) shall not be more than 10 minutes.

## 6.5 Recovery

Recovery, refurbishment, disposal and/or destruction instructions should be provided in the operator's manual. The instructions should include environmental implications for SLDMBs following an operational deployment (including the environmental impact of a unit that sinks at the end of its life, and the handling required for one that is inadvertently recovered) and at the end of their storage or operational life.

# 7 POWER REQUIREMENTS

Batteries used in the buoy must not require recharging until the end of the service period, and must not be considered dangerous goods. The type of batteries should be alkaline batteries that require no special handling.

# 8 PACKAGING AND STORAGE REQUIREMENTS

## 8.1 Robustness

The SLDMBs must be designed, built, and packaged to withstand all the mechanical shocks to which it will be exposed during shipping, storage, deployment, and operation without damage. The SLDMBs must function mechanically and electronically after deployment. Mechanical shocks to which the SLDMBs will be exposed are as follows:

- Shipment from the manufacturer to the customer by air, sea, and land (road and rail);
- Handling by technicians, boat, and air crew personnel;
- Storage in ground shelf (storage environment);

- Floating in the water after deployment (operating environment); and, either
  - Storage onboard vessels at sea and alongside, or
  - Storage onboard aircraft.

## 8.2 Operational and Storage Life

The SLDMBs, in packaging, must remain fully operational for a minimum of 36 months after receipt by the Coast Guard or CAF user. Upon receipt, the buoys may be stored in shelf storage environment conditions found in an indoor (ashore) storage facility, onboard an aircraft or onboard a ship. The shelf storage facility will be enclosed on all sides, roofed, and protected from liquid moisture, but may have 100 percent relative humidity. The environment may not be air-conditioned or heated. The storage facility's air temperature will not be less than -30°C and not greater than +35°C. Storage conditions onboard ships and aircraft are similar but include, in surplus, vibrations due to the engine and motion all of which in saline conditions due to sea environment.

## 8.3 Labeling

### 8.3.1 Buoy

Each buoy must have a permanent label attached containing a unique buoy serial number and the date of expiry. As the buoy contains a modem for satellite communications, the label must also contain the IMEI number and satellite service period. The buoy's satellite service number may substitute as the buoy serial number.

### 8.3.2 Waterproof Wrapper (if applicable)

Each waterproof wrapper must have a label repeating the buoy label information, as well as a "REMOVE THIS WRAPPER IMMEDIATELY BEFORE DEPLOYMENT" label.

## 8.4 Transportation of SLDMB

The SLDMB must come with a sturdy protective travel case for transportation. The travel case may be sent back to the supplier for reuse through a set separate agreement.

# 9 ENVIRONMENTAL IMPACT REQUIREMENTS

All parts of the SLDMB system (buoy, electronics, and package) supplied by the contractor should be constructed using environmentally responsible materials to the fullest extent possible. The use of any material or concentration of material known to have deleterious effect on marine organisms must not be allowed.

## 9.1 Toxic Metals

There must not be cadmium, mercury, nor non-metallic chromium (including any chromate conversion coating) used in the construction, other than as trace contaminants. The total weight of all the lead must be less than 10 percent of the package buoy weight.

## 9.2 Cavity Filling Compounds

The use of perfluoro compounds with low toxicity to marine life, low solubility in water, and a density significantly greater than seawater will be allowed (e.g. Fluorinert™ Electronic Liquids). Oil, grease, or other organohalogen material, not specifically addressed in this section, must not be used; organohalogenes are organic (carbon-containing) materials with fluorine, chlorine, bromine, or iodine constituents. Materials that leaves a visible sheen on a water surface when mixed in a ratio weaker than or equal to 1:100 parts can be used.

## 9.3 Toxic Materials

Any carcinogen, mutagen, teratogen, or suspected carcinogen, suspected mutagen, or suspected teratogen not specifically addressed in this section must NOT be present in the SLDMB.

## 9.4 Pollutants

There must be no marine pollutants (including priority marine pollutants) in the delivered SLDMB system, other than as trace contaminants. Trace level is defined as the level naturally occurring in the operating environment (e.g. ocean). Contaminants are defined as those items not specifically added to the process/material for a specific function.

# 10 RELIABILITY

The SLDMB will be used during search and rescue missions. High reliability is very important to these missions:

1. Ninety-five percent or greater of the SLDMBs shall be operational (as per section 3.1) upon deployment for 48 hours.
2. After the first 48 hours, eighty percent or greater of the SLDMBs shall be operational for another 5 days.
3. Sixty percent or greater of the SLDMBs shall remain operational for the remainder of the 14 days (or more) after deployment.

# 11 SAFETY CONSIDERATIONS

The SLDMBs shall be designed for safe deployment from the platforms listed in section 6 of this specification.

## 11.1 Personnel Hazards

The SLDMBs must have no sharp edges, projections, or other physical characteristics capable of injuring the operator if operated in accordance with the manufacturer's written instructions.

## 11.2 Hazard identification

Safety hazards pertaining to the handling, operations, deployment or maintenance of the SLDMBs must be identified by labels, color, tactile indicators, or other appropriate methods.

## 11.3 Explosive Devices

The SLDMBs must not contain nor be attached to any explosive device.

## 11.4 Spring Loaded Devices

Any devices that are spring loaded or otherwise designed to deploy suddenly and forcefully must incorporate safety devices to prevent injury to personnel. Such devices must be clearly explained and illustrated in the operator's manual with a label attached to the outside of the SLDMB. The operator's manual must incorporate complete instructions for operation of these devices and must contain appropriate warning concerning the safety hazards involved in both official languages.

# 12 ASSET MANAGEMENT SERVICE OR SOFTWARE

There is a requirement for a cloud-based asset management service or self-serve software for the SLDMBs. Asset management includes setting administrator and user accounts with access rights. Software allows access to real-time and historic on-site and remote SLDMB data, asset tracking (including addition and removal of asset, indication of operational status, maintenance and location of asset), illustrating device position and information on a map, device monitoring while active, warehouse management, and notifications and alerting. Software will allow database and map visualization of current and historic data. The service will allow downloading information for analytics in non-proprietary format by authorized Coast Guard and Canadian Armed Forces personnel.

# 13 SUPPLEMENTAL DOCUMENTATION FOR BID EVALUATION

The following documentation shall be provided as available:

- Technical report on SLDMB environmental testing to meet requirements at section 3.3;
- Technical report detailing results of SLDMB air drop testing from fixed-wing and rotary-wing aircraft;
- Statistic report(s) on SLDMB operation, survivability, accuracy, and reliability based on multiple field trials;
- SLDMB Technical Manual in print (black ink on white paper) and electronic format (non-proprietary software), downloadable from the supplier's website, cloud storage, or electronic storage device with applicable passwords or other protective means provided to Coast Guard and CAF personnel;
- An Operator's Manual shall be provided in both official languages, English and French. A single hard copy and an electronic copy are to be provided, with the electronic copy in a non-proprietary software format, downloadable from the supplier's website, cloud storage, or electronic storage device with applicable passwords or other protective means provided to Coast Guard and CAF personnel;
- Detailed Mass Properties including dimensions, weight, and centre of gravity; and,
- Current MSDS sheets for all products used in the manufacturing of the buoy.